

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
SHERATON GROUP SALES
AGREEMENT
(Fur Ball Event)
(1101 Woodlawn Noteholder, LLC)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds and are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “Williamson County Animal Shelter” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **1101 Woodlawn Noteholder, LLC d/b/a Sheraton Austin Georgetown Hotel & Conference Center** (hereinafter “Hotel” or “Marriott” or “Sheraton” or “Contractor”). The County agrees to engage Hotel as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents and Resolving Conflicting Terms: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Hotel Catering Sales Agreement for Event on 11/4/23;
- B. This Williamson County Addendum; and
- C. Any required insurance certificates.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County’s terms and conditions taking precedence.

II.

No Agency Relationship: It is understood and agreed that Hotel shall not in any sense be considered a partner or joint venturer with The County, nor shall Hotel hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Hotel shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Hotel or failure to act relating to the services being provided.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

Compliance with All Laws: The County and Hotel agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Right to Audit: Hotel agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Hotel which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Hotel agrees that The County shall have access during normal working hours to all necessary Hotel facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Hotel reasonable advance notice of intended audits. In no circumstances will Hotel be required to create or maintain documents not kept in the ordinary course of Hotel's business operations, nor will Hotel be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that The County does not agree to arbitration or waiver of right to trial by jury.

VIII.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be *to the extent authorized under Texas law* and shall follow Texas law without modifying the County's rights.

X.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of The County.

XI.

Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public

Information Act upon receipt. If a Vendor does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Vendor, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Vendor.

To the extent, if any, that any provision in contract documents or in the Vendor's quote is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Date: _____, 2022

HOTEL:



Authorized Signature

Date: Nov 16, 2022



SHERATON

CATERING SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Austin Georgetown Hotel & Conference Center, 1101 Woodlawn Avenue, Georgetown, TX, 78628, (737) 444-2700 and Williamson County Animal Shelter.

ORGANIZATION: Williamson County Animal Shelter

CONTACT:

Name: April Peiffer
Job Title: Community Programs Coordinator
Street Address: 1855 SW Inner Loop
City, State, Postal Code: Georgetown, TX 78626
Country/Region: USA
Phone Number: (512) 748-3187
Fax Number:
E-mail Address: april.peiffer@wilco.org

NAME OF EVENT: Wilco Fur Ball 2023

REFERENCE #: M-OEBDTP1

OFFICIAL PROGRAM DATES: Saturday, 11/04/2023 - Saturday, 11/04/2023

GUEST ROOM COURTSEY BLOCK

The Hotel agrees that it will provide, Williamson County Animal Shelter 10 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

FurBall Guests

Date	Day	Traditional King	Traditional Two Queen	Total Rooms
11/04/2023	Sat	7	3	10

Start Date	End Date	Room Type	Single
11/04/2023	11/04/2023	Traditional King	\$179.00
11/04/2023	11/04/2023	Traditional Two Queen	\$199.00

Hotel's room rates are subject to applicable state and local taxes (currently 13.79%) in effect at the time of check-out.

STATE COST-RECOVERY FEE

Texas law imposes a margin tax on each company conducting business in Texas, including the Hotel Owner. To recover the cost of margin tax, guest room rates are subject to a "State Cost-Recovery Fee" (currently 0.79% of the room rate, plus applicable state and local tax). Although the fee is not a government mandated charge, the state allows this charge to be passed on to the customer.

COMMISSION

The group room rates listed above are net non-commissionable. Williamson County Animal Shelter will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 477-3340 or (737) 444-2700.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Williamson County Animal Shelter. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before Saturday, October 21, 2023, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Williamson County Animal Shelter group rate after this date.

NO ROOM TRANSFER BY GUEST

Williamson County Animal Shelter agrees that neither Williamson County Animal Shelter nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Williamson County Animal Shelter reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Individual to all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Williamson County Animal Shelter wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Williamson County Animal Shelter shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Williamson County Animal Shelter.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Williamson County Animal Shelter, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Related Events
11/04/2023	Sat	10:00 AM	6:00 PM	Set Up	Rounds of 10	1	San Gabriel Ballroom EFGHJK
11/04/2023	Sat	6:00 PM	11:00 PM	Dinner	Rounds of 10	300	San Gabriel Ballroom EFGHJK

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 25%) in effect on the date(s) of the event.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Williamson County Animal Shelter with the following special concessions:

- Reduced food & beverage minimum of \$14,500 (Originally \$25,000 for half the ballroom)
- Complimentary stage (based on hotel inventory) and parking for event attendees (based on availability)
- Complimentary linenless tables, chairs, china, cloth napkins, and votive candles
- Complimentary signage directing attendees to event space
- Dedicated events specialist to be at your service throughout the planning process
- Discounted beer, wine and liquor drink tickets at rate of \$8 each (plus tax and service charge)
- Discounted plated three course dinner menu at reduced rate of \$47 per person (plus tax & service charge) to include:
 - Chef's choice plated salad
 - Chef's choice plated chicken entrée with starch and vegetable
 - Chef's choice plated dessert
 - Warm freshly baked rustic rolls & sweet butter
 - Iced tea, ice water, Starbucks® regular and decaffeinated coffee, assorted Tazo® teas and condiments

DAMAGE TO FUNCTION SPACE

Williamson County Animal Shelter agrees to pay for any damage to the function space that occurs while Williamson County Animal Shelter is using it. Williamson County Animal Shelter will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Williamson County Animal Shelter and its attendees.

FACILITY FEES

Based on Williamson County Animal Shelter's requirements, Hotel's function space fees would be \$5,000. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the

Hotel will waive these fees.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Williamson County Animal Shelter agrees to a minimum banquet food and beverage revenue of **\$14,500.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices 30 days prior to Williamson County Animal Shelter's arrival date. Williamson County Animal Shelter shall provide Hotel with no less than 72 hours prior to the first scheduled function advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

ADVANCE PAYMENT

An advance payment of **\$1000** will be required in order to hold arrangements on a definite basis. This advance payment is due on **November 1, 2022** and will be credited toward the Master Account.

ADVANCE PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Deposit/Payment Amount	Time Frame
\$1000	November 1, 2022
\$2,000	January 10, 2023
\$2,000	April 15, 2023
\$4,000	July 15, 2023
\$4,000	September 1, 2023
Remaining estimated balance	November 1, 2023

CANCELLATION

In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of (60%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of (25%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of all deposits will be lost.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Williamson County Animal Shelter agree to cooperate with each other to ensure compliance with such laws.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Williamson County Animal Shelter will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in

writing by the other.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LIQUOR LICENSE

Williamson County Animal Shelter understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Williamson County Animal Shelter will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house

equipment to the point of requiring rental of an additional supply to accommodate Williamson County Animal Shelter's needs. If such special setups or extraordinary formats are requested, Hotel will present Williamson County Animal Shelter two (2) alternatives: (1) charging Williamson County Animal Shelter the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Encore is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Encore's equipment and expertise, a fee of \$1,000 will be charged if Williamson County Animal Shelter selects such a provider.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Williamson County Animal Shelter requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Williamson County Animal Shelter wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Williamson County Animal Shelter must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Williamson County Animal Shelter, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Williamson County Animal Shelter will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Williamson County Animal Shelter may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Williamson County Animal Shelter has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____

Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number _____

OR

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not

eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Williamson County Animal Shelter has given to the Hotel. Williamson County Animal Shelter agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Williamson County Animal Shelter.

ACCEPTANCE

When presented by the Hotel to Williamson County Animal Shelter, this document is an invitation by the Hotel to Williamson County Animal Shelter to make an offer. Upon signature by Williamson County Animal Shelter, this document will be an offer by Williamson County Animal Shelter. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Williamson County Animal Shelter at any time prior to Williamson County Animal Shelter's execution of this document, the outlined format and dates will be held by the Hotel for Williamson County Animal Shelter on a first-option basis until November 1, 2022. If Williamson County Animal Shelter cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Williamson County Animal Shelter and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Williamson County Animal Shelter:

Name: (Print) _____

Title: (Print) _____

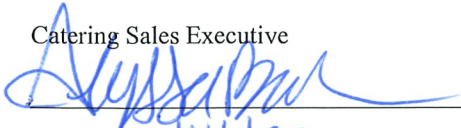
Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Alyssa Bahr

Title: (Print) Catering Sales Executive

Signature:  _____

Date: 11/14/22 _____